UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
GREEN BAY DIVISION

JOSH HADLEY and MICHAEL FISHER on behalf of themselves and all others similarly situated,	**CASE NO.**
Plaintiffs,	**COLLECTIVE AND CLASS ACTION COMPLAINT**
v.	
JOURNAL BROADCAST GROUP, INC., a Domestic Corporation ,	**JURY TRIAL DEMANDED**
Defendant.	

PRELIMINARY STATEMENT

1. This is a collective and class action brought pursuant to the Fair Labor Standards Act of 1938, as amended ("FLSA"), 29 U.S.C. §216(b), Wisconsin's Wage Payment and Collection Laws ("WWPCL"), Wis. Stat. §§ 109.01 *et seq*., Wis. Stat. §§ 104.01 *et seq*., Wis. Stat. §§103.001 *et seq.*, Wis. Admin. Code §§ DWD 272.001 *et seq.*, Wis. Admin. Code §§ DWD 274.01 *et seq*., and Fed. R. Civ. P. 23, by Plaintiffs Josh Hadley and Michael Fisher, on behalf of themselves and all other similarly situated current and former non-exempt employees of Defendant Journal Broadcast Group, Inc., for purposes of obtaining relief under the FLSA and WWPCL for unpaid overtime compensation, unpaid agreed upon wages, liquidated damages, costs, attorneys' fees, declaratory and/or injunctive relief, and/or any such other relief the Court may deem appropriate.

2. Journal Broadcast Group, Inc. (hereinafter "Journal Broadcast Group") owns and operates television and radio stations throughout the country including a National Broadcasting

Company ("NBC") and a My Network TV affiliate in Green Bay, WI and an NBC affiliate in Milwaukee, WI.

3. Journal Broadcast Group operates an unlawful compensation system that deprives current and former non-exempt employees of their wages earned for all hours worked, including the requisite overtime premium pay for hours worked over forty a workweek. Specifically, Journal Broadcast Group failed to fully compensate its current and former non-exempt employees for all hours worked by systematically shaving time from employees' already submitted time records. Under this time shaving scheme, Journal Broadcast Group systematically edited employees' time records to reflect a lesser number of hour than what was actually worked by those employees. Journal Broadcast Group has also failed to fully compensate its current and former non-exempt employees by failing to compensate them for all hours suffered or permitted to be worked, including time spent working from home "off the clock" to prepare presentations for mandatory meetings and time spent performing work before and after scheduled shifts while at the work location.

4. Journal Broadcast Group's deliberate failure to compensate its employees for these hours worked violates federal law as set forth in the FLSA and state law as set forth in the WWPCL.

JURISDICTION AND VENUE

5. This Court has original federal question jurisdiction under 28 U.S.C. § 1331 because this case is brought under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* ("FLSA").

6. This Court has supplemental jurisdiction, pursuant to 28 U.S.C. §1367, over the state law claims, as they are so related in this action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.

7. Venue in this district is proper pursuant to 28 U.S.C. § 1391(b) and (c), because a substantial part of the events or omissions giving rise to the claims occurred in this district, and Journal Broadcast Group has substantial and systematic contacts in this district.

PARTIES

8. Defendant Journal Broadcast Group is a Wisconsin corporation doing business throughout the country, and within the State of Wisconsin, with a principal place of business at 720 E. Capitol Drive, in the City of Milwaukee, County of Milwaukee, in the State of Wisconsin, 53212. Journal Broadcast Group's registered agent for service of process in the State of Wisconsin is CT Corporation System located at 8040 Excelsior Drive, Suite 200, in the City of Madison, County of Dane, in the State of Wisconsin, 53717.

9. Plaintiff Josh Hadley is an adult who resides in the City of Sturgeon Bay, County of Door, State of Wisconsin, 54235. Plaintiff Josh Hadley's Notice of Consent to Join this collective action pursuant to 29 U.S.C. § 216(b) is attached hereto as Exhibit A and made a part of this Complaint. Plaintiff Josh Hadley is a former Journal Broadcast Group employee working as a non-exempt "production specialist" within the last three years from the date of filing of this Complaint.

10. Plaintiff Michael Fisher is an adult who resides in the City of Green Bay, County of Brown, State of Wisconsin, 54115. Plaintiff Michael Fisher's Notice of Consent to Join this collective action pursuant to 29 U.S.C. § 216(b) is attached hereto as Exhibit B and made a part of this Complaint. Plaintiff Michael Fisher is a former Journal Broadcast Group employee

working as a non-exempt videographer and video journalist within the last three years from the date of filing of this Complaint.

11. Plaintiff Josh Hadley and Plaintiff Michael Fisher (hereinafter "Plaintiffs") bring this action on behalf of themselves and all other similarly situated employees of Journal Broadcast Group. Plaintiffs performed similar job duties as other non-exempt videographers, video journalists and production specialists employed by Journal Broadcast Group at Journal Broadcast Group's WGBA NBC 26 television station and were subjected to Journal Broadcast Group's same policy of denying compensation for all hours worked as those other non-exempt employees.

GENERAL ALLEGATIONS

12. Plaintiffs bring this action on behalf of themselves and all other similarly situated employees as authorized under the FLSA, 29 U.S.C. § 216(b). The similarly situated employees include:

> All persons who are or have been employed by Journal Broadcast Group as a non-exempt employee working under the supervision of the News Production Manager and/or News Director who have been employed at any time within three years prior to this action's filing date (hereinafter "Collective Class").

13. Plaintiffs bring this action on behalf of themselves and all others similarly situated employees for violations of WWPCL pursuant to Fed. R. Civ. P. 23. The similarly situated employees include:

> All persons who are or have been employed by Journal Broadcast Group as a non-exempt employee working under the supervision of the News Production Manager and/or News Director who have been employed at any time within three years prior to this action's filing date (hereinafter "Wisconsin Class").

14. Plaintiffs and the Collective Class work or have worked for Journal Broadcast Group as non-exempt production employees at Journal Broadcast Group's Wisconsin television stations within the three years preceding the filing of this complaint.

15. Plaintiffs and the Collective Class were compensated on an hourly basis.

16. Journal Broadcast Group directed or suffered and permitted Plaintiffs and the Collective Class to work without being paid appropriate compensation for each hour worked. Journal Broadcast Group, as a matter of policy and practice, did not pay its employees for all hours of work that are/were a necessary and integral part of their overall employment responsibilities, including: required pre-shift and post-shift "off the clock" preparing for mandatory meetings and the systematic time shaving of already submitted time records.

17. Journal Broadcast Group through its management team, including but not limited to Karen Kvitek and Robert Healy used Journal Broadcast Group's timekeeping system "Ceridian" to shave the number of hours worked by its employees after the employees submitted their timecards electronically. The effect of this editing of already submitted time cards was to show a lesser number of hours than actually worked by the employees and thereby not compensate the employees for each hour worked.

18. Journal Broadcast Group has not maintained proper time records for Plaintiffs and the Collective Class. Journal Broadcast Group has not maintained proper records of the time the first compensable task of the day is performed by Plaintiffs and the Collective Class and when the last compensable task of the day is performed by Plaintiffs and the Collective Class.

19. Journal Broadcast Group's conduct, as set forth in this complaint, was willful and in bad faith, and has caused significant damages to Plaintiffs and the Collective Class.

COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA

20. Plaintiffs, on behalf of themselves and the Collective Class, reassert and incorporate by reference all paragraphs set forth above as if restated herein.

21. The First Claim for Relief is brought under and maintained as an opt-in Collective Action pursuant to § 216(b) of the FLSA, 29 U.S.C. 216(b), by Plaintiffs on behalf of the Collective Class.

22. The FLSA claims may be pursued by those who affirmatively opt in to this case, pursuant to 29 U.S.C. § 216(b).

23. Upon information and belief, Plaintiffs and the Collective Class are and have been similarly situated, have and have had substantially similar job requirements and pay provisions, and are and have been similarly subjected to Journal Broadcast Group's decisions, policies, plans and programs, practices, procedures, protocols, routines, and rules willfully failing and refusing to compensate them for each hour worked including overtime compensation. The claims of Plaintiffs stated herein are the same as those of the Collective Class.

24. Plaintiffs and the Collective Class seek relief on a collective basis challenging, among other FLSA violations, Journal Broadcast Group's practice of failing to accurately record all hours worked and failing to pay employees for all hours worked including overtime compensation.

25. The FLSA 216(b) Collective Class is readily ascertainable. For purpose of notice and other purposes related to this action, their names, phone numbers, and addresses are readily available from Journal Broadcast Group. Notice can be provided to the Collective Class via first

class mail to the last address known to Journal Broadcast Group and through posting at Journal Broadcast Group's facilities in areas where postings are normally made.

RULE 23 CLASS ALLEGATIONS - WISCONSIN

26. Plaintiffs bring their Wisconsin state law claims, pursuant to the WWPCL, under Fed. R. Civ. P. 23 on behalf of the Wisconsin Class who were or are employed by Journal Broadcast Group on or after the date that is two years before the filing of the Complaint in this case (the "Wisconsin Class Period").

27. The Wisconsin Class members are readily ascertainable. The number and identity of the Wisconsin Class members are determinable from the records of Journal Broadcast Group. The positions held, and the rates of pay for each Wisconsin Class member are also determinable from Journal Broadcast Group's records. For purposes of notice and other purposes related to this action, their names and addresses are readily available from Journal Broadcast Group. Notice can be provided by means permissible under Fed. R. Civ. P. 23.

28. The proposed Wisconsin Class is so numerous that joinder of all members is impracticable, and more importantly the disposition of their claims as a class will benefit the parties and the court. The precise number of such persons is unknown, and the facts on which the calculation of that number are presently within the sole control of Journal Broadcast Group.

29. Plaintiffs' claims are typical of those claims which could be alleged by any member of the Wisconsin Class, and the relief sought is typical of the relief which would be sought by each member of the Wisconsin Class in separate actions. All the Wisconsin Class members were subject to the same corporate practice of Journal Broadcast Group, as alleged herein, failing to compensate employees at the agreed upon rate for each hour worked, including hours worked over forty (40) hours a week pursuant to the WWPCL. Journal Broadcast Group's

policies and practices affected all Wisconsin Class members similarly, and Journal Broadcast Group benefited from the same type of unfair and/or wrongful acts as to each Wisconsin Class member. Plaintiffs and other Wisconsin Class members sustained similar losses, injuries and damages arising from the same unlawful policies, practices and procedures.

30. Plaintiffs are able to fairly and adequately protect the interests of the Wisconsin Class and have no interests antagonistic to the Wisconsin Class. Plaintiffs are represented by attorneys who are experienced and competent in both class action litigation and employment litigation and have previously represented numerous Plaintiffs in wage and hour cases.

31. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against corporate defendants. Class action treatment will permit a number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender. Because the losses, injuries and damages suffered by each of the individual Wisconsin Class members are small in the sense pertinent to a class action analysis, the expenses and burden of individual litigation would make it extremely difficult or impossible for the individual Wisconsin Class members to redress the wrongs done to them.

32. Important public interests will be served by addressing the matter as a class action. The adjudication of individual litigation claims would result in a great expenditure of court and public resources; however, treating the claims as a class action would result in a significant saving of these costs. The prosecution of separate actions by individual members of the Wisconsin Class would create a risk of inconsistent and/or varying adjudications with respect

to the individual members of the Wisconsin Class, establishing incompatible standards of conduct for Journal Broadcast Group and resulting in the impairment of class members' rights and the disposition of their interests through actions to which they were not parties. The issues in this action can be decided by means of common, class-wide proof. In addition, if appropriate, the court can, and is empowered to, fashion methods to efficiently manage this action as a class action.

33. Journal Broadcast Group has violated the WWPCL regarding payment of wages and overtime premium wages. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing claims because doing so can harm their employment, future employment, and future efforts to secure employment. Class actions provide class members who are not named in the complaint a degree of anonymity which allows for the vindication of their rights while eliminating or reducing these risks.

34. There are questions of fact and law common to the class that predominates over any questions affecting only individual members. The questions of law and fact common to the class arising from Journal Broadcast Group's actions include, without limitation, the following:

a) Whether the work performed by Plaintiffs and the Wisconsin Class is compensable under federal law and/or Wisconsin law;

b) Whether Journal Broadcast Group engaged in a pattern or practice suffering and/or permitting Plaintiffs and the Class to perform work for Journal Broadcast Group's benefit without being properly compensated;

c) Whether Journal Broadcast Group failed to maintain true and accurate records of all hours worked by the Wisconsin Class as required by Wisconsin Law;

d) Whether Journal Broadcast Group failed to pay the Wisconsin Class for all work Journal Broadcast Group required them to perform; and

e) The nature and extent of class-wide injury and the measure of damages for the injury.

35. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness and equity, to other available methods for the fair and efficient adjudication of the federal law claims.

FIRST CLAIM FOR RELIEF
Violation of the Fair Labor Standards Act of 1938 as Amended
(Time Shaving)

36. Plaintiffs, on behalf of themselves and the Collective Class, reassert and incorporate by reference all paragraphs set forth above as if restated herein.

37. At all time material herein, Plaintiffs and the Collective Class have been entitled to the rights, protections, and benefits provided under the FLSA, 29 U.S.C. § 201 *et. seq*.

38. Plaintiffs and the Collective Class are victims of a uniform compensation policy and practice in violation of the FLSA through the time shaving of time records submitted by Plaintiffs and the Collective Class.

39. Journal Broadcast Group is an "employer" within the meaning of 29 U.S.C. § 203(d).

40. Journal Broadcast Group violated the FLSA by failing to account for and compensate Plaintiffs and the Collective Class for overtime premium pay for each hour he/she worked in excess of forty (40) hours each workweek through time shaving of time records submitted by Plaintiffs and the Collective Class.

41. In perpetrating these unlawful practices, Journal Broadcast Group has also willfully failed to keep accurate records for all of the time worked by Plaintiffs and the Collective Class.

42. The FLSA regulates, among other things, the payment of an overtime premium by employers whose employees are engaged in commerce, or engaged in the production of goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce. 29 U.S.C. § 207(a)(1).

43. Journal Broadcast Group was at all relevant times, and is subject to the overtime pay requirements of the FLSA because it is an enterprise engaged in commerce and/or its employees are engaged in commerce, as defined in FLSA, 29 U.S.C. §203(b).

44. Journal Broadcast Group's failure to properly compensate Plaintiffs and the Collective Class through time shaving and the failure to properly record all compensable work time was willfully perpetrated. Journal Broadcast Group has not acted in good faith nor with reasonable grounds to believe its actions and omissions were not a violation of the FLSA, and as a result thereof, Plaintiffs and the Collective Class are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid overtime premium pay described above pursuant to Section 216(b) of the FLSA, 29 U.S.C. § 216(b). Alternatively, should the Court find that Journal Broadcast Group did not act willfully in failing to pay overtime premium pay wages, Plaintiffs and the Collective Class are entitled to an award of pre-judgment interest at the applicable legal rate.

45. As a result of the aforesaid willful violations of the FLSA's provisions, overtime compensation has been unlawfully withheld by Journal Broadcast Group from Plaintiffs and the Collective Class for which Journal Broadcast Group is liable pursuant to 29 U.S.C. § 216(b).

46. Plaintiffs and the Collective Class are entitled to damages equal to the mandated overtime premium pay within the three years preceding the date of filing of this Complaint, plus

periods of equitable tolling because Journal Broadcast Group acted willfully and knew or showed reckless disregard of whether its conduct was prohibited by the FLSA.

47. Pursuant to FLSA, 29 U.S.C. § 216(b), successful Plaintiffs are entitled to reimbursement of the costs and attorney's fees expended in successfully prosecuting an action for unpaid wages and overtime wages.

SECOND CLAIM FOR RELIEF
Violation of the Fair Labor Standards Act of 1938 as Amended
(Pre- and Post-Shift Work)

48. Plaintiffs, on behalf of themselves and the Collective Class, reassert and incorporate by reference all paragraphs set forth above as if restated herein.

49. Plaintiffs and the Collective Class are victims of a uniform compensation policy and practice in violation of the FLSA through the failure to be compensated for required pre- and post-shift work.

50. Journal Broadcast Group's failure to properly compensate Plaintiffs and the Collective Class for required pre- and post-shift work and the failure to properly record all compensable work time was willfully perpetrated. Journal Broadcast Group has not acted in good faith nor with reasonable grounds to believe its actions and omissions were not a violation of the FLSA, and as a result thereof, Plaintiffs and the Collective Class are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid overtime premium pay described above pursuant to Section 216(b) of the FLSA, 29 U.S.C. § 216(b). Alternatively, should the Court find that Journal Broadcast Group did not act willfully in failing to pay overtime premium pay wages, Plaintiffs and the Collective Class are entitled to an award of pre-judgment interest at the applicable legal rate.

51. As a result of the aforesaid willful violations of the FLSA's provisions, overtime compensation has been unlawfully withheld by Journal Broadcast Group from Plaintiffs and the Collective Class for which Journal Broadcast Group is liable pursuant to 29 U.S.C. § 216(b).

52. Plaintiffs and the Collective Class are entitled to damages equal to the mandated overtime premium pay within the three years preceding the date of filing of this Complaint, plus periods of equitable tolling because Journal Broadcast Group acted willfully and knew or showed reckless disregard of whether its conduct was prohibited by the FLSA.

THIRD CLAIM FOR RELIEF
WWPCL – Failure to Pay an Agreed Upon Wage
(Time Shaving)

53. Plaintiffs, on behalf of themselves and the Wisconsin Class, re-allege and incorporate all previous paragraphs as if they were set forth herein.

54. At all relevant times, Plaintiffs and the Wisconsin Class were employees within the meaning of Wis. Stat. §109.01(1r).

55. At all relevant times, Plaintiffs and the Wisconsin Class were employees within the meaning of Wis. Stat. §103.001(5).

56. At all relevant times, Plaintiffs and the Wisconsin Class were employees within the meaning of Wis. Stat. §104.01(2)(a).

57. At all relevant times, Journal Broadcast Group was an employer within the meaning of Wis. Stat. §109.01(2).

58. At all relevant times, Journal Broadcast Group was an employer within the meaning of Wis. Stat. §103.001(6).

59. At all relevant times, Journal Broadcast Group was an employer within the meaning of Wis. Stat. §104.01(3)(a).

60. At all relevant times, Journal Broadcast Group was an employer within the meaning of Wis. Admin. § DWD 272.01(5).

61. At all relevant times, Journal Broadcast Group has employed, and continues to employ Plaintiffs and the Wisconsin Class as within the meaning of Wis. Stat. §§109.01 *et seq.*, 103.01 *et seq*. 104.01 *et seq*. and Wis. Admin. Code § DWD 272.01

62. Throughout the Wisconsin Class Period, Plaintiffs and the Wisconsin Class members regularly performed activities that were an integral and indispensable part of the employees' principal activities without receiving compensation for these activities as a result of time shaving.

63. At all relevant times, Journal Broadcast Group had, and continues to have, common policies, programs, practices, procedures, protocols, routines, and rules of willfully failing to properly pay the Wisconsin Class for all time suffered or permitted to be worked at the agreed upon rate, including overtime compensation for hours worked in excess of forty (40) in a workweek through the practice of time shaving.

64. The foregoing conduct, as alleged above, constitutes continuing, willful violations of the WWPCL.

65. As set forth above, Plaintiffs and the Wisconsin Class members have sustained losses in their compensation as a proximate result of Journal Broadcast Group's violations. Accordingly, Plaintiffs, on behalf of themselves and the Wisconsin Class, seek damages in the amount of their respective unpaid compensation, injunctive relief requiring Journal Broadcast Group to cease and desist from its violations of the Wisconsin laws described herein and to comply with them, and such other legal and equitable relief as the Court deems just and proper.

Under Wis. Stat. § 109.11, Plaintiffs and the Wisconsin Class may be entitled to liquidated damages equal and up to fifty percent (50%) of the unpaid wages.

Plaintiffs, on behalf of themselves and the Wisconsin Class, seek recovery of attorneys' fees and the costs of this action to be paid by Journal Broadcast Group, pursuant to the WWPCL.

FOURTH CLAIM FOR RELIEF
WWPCL – Failure to Pay an Agreed Upon Wage
(Pre- and Post-Shift Work)

66. Plaintiffs, on behalf of themselves and the Wisconsin Class, re-allege and incorporate all previous paragraphs as if they were set forth herein.

67. Throughout the Wisconsin Class Period, Plaintiffs and the Wisconsin Class members regularly performed activities that were an integral and indispensable part of the employees' principal activities pre- and post-shift without receiving compensation for these activities.

68. At all relevant times, Journal Broadcast Group had, and continues to have, common policies, programs, practices, procedures, protocols, routines, and rules of willfully failing to properly pay the Wisconsin Class for all pre- and post shift time suffered or permitted to be worked at the agreed upon rate, including overtime compensation for hours worked in excess of forty (40) in a workweek.

69. The foregoing conduct, as alleged above, constitutes continuing, willful violations of the WWPCL.

70. As set forth above, Plaintiffs and the Wisconsin Class members have sustained losses in their compensation as a proximate result of Journal Broadcast Group's violations. Accordingly, Plaintiffs, on behalf of themselves and the Wisconsin Class, seek damages in the amount of their respective unpaid compensation, injunctive relief requiring Journal Broadcast

Group to cease and desist from its violations of the Wisconsin laws described herein and to comply with them, and such other legal and equitable relief as the Court deems just and proper. Under Wis. Stat. § 109.11, Plaintiffs and the Wisconsin Class may be entitled to liquidated damages equal and up to fifty percent (50%) of the unpaid wages.

WHEREFORE, it is respectfully prayed that this Court grant the following relief:

a) At the earliest possible time, issue an Order allowing Notice or issue such Court supervised Notice to all similarly situated current and former Journal Broadcast Group non-exempt production employees of this action and their rights to participate in this action and including such future employees who may commence employment with Journal Broadcast Group during the pendency of this action. Such Notice shall inform all similarly situated current and qualified former employees of the pendency of this action, the nature of this action, and of their right to "opt in" to this action. Additionally, such notice will include a statement informing the similarly situated current, future, and qualified former employees that it is illegal for Journal Broadcast Group to take any actions in retaliation of their consent to join this action;

b) At the earliest possible time, issue an Order certifying this action as a class action pursuant to Fed. R. Civ. P. 23;

c) At the earliest possible time, issue an Order appointing Josh Hadley and Michael Fisher as Named Plaintiffs and as representatives of the Wisconsin Class pursuant to Fed. R. Civ. P. 23;

d) At the earliest possible time, issue an Order appointing Cross Law Firm as class counsel pursuant to Fed. R. Civ. P. 23;

e) Issue an Order, pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, declaring Journal Broadcast Group's actions as described in the Complaint are unlawful and in violation of the FLSA and Wisconsin Law and applicable regulations and are and were willful as defined in the FLSA and Wisconsin Law;

f) Issue an Order directing and requiring Journal Broadcast Group to pay Plaintiffs and all other similarly situated employees damages in the form of reimbursement for unpaid overtime wages for all time spent performing compensable work for which they were not paid pursuant to the rate provided by the FLSA and WWPCL;

g) Issue an Order directing and requiring Journal Broadcast Group to pay Plaintiffs and all other similarly situated employees damages in the form of reimbursement for unpaid agreed upon wages for all time spent performing compensable work for which they were not paid pursuant to the rate provided by the FLSA and WWPCL;

h) Issue an Order directing and requiring Journal Broadcast Group to pay Plaintiffs and all other similarly situated employees liquidated damages pursuant to the FLSA and WWPCL in an amount equal to, and in addition to the amount of wages and overtime wages owed to them;

i) Issue an Order directing Journal Broadcast Group to reimburse Plaintiffs and all other similarly situated employees for the costs and attorneys fees expended in the course of litigating this action, pre-judgment and post-judgment interest; and

j) Provide Plaintiffs and all other similarly situated employees with such other and further relief, as the Court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests trial by jury of all issues triable by jury under federal law.

Dated this 7th day of February 2011.

Respectfully submitted,

s/NOAH REINSTEIN

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